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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/851,793	05/08/2001	Bo-In Lin	LC & SJ-2k02	3313
Bo-In Lin 7590 13445 Madoli Drive Los Altos Hills, CA 94022			EXAMINER ALVAREZ, RAQUEL	
			ART UNIT 3688	PAPER NUMBER
			MAIL DATE 06/30/2008	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

**Application No.**

09/851,793

**Applicant(s)**

LIN, BO-IN

**Examiner**

Raquel Alvarez

**Art Unit**

3688

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 28 March 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-26 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
- 4) ☐ Interview Summary (PTO-413)
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_
- Paper No./Mail Date: \_\_\_\_\_

### DETAILED ACTION

1. This office action is in response to communication filed on 3/28/2008.
2. Claims 1-26 are presented for examination.

### **Claim Rejections - 35 USC § 102**

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

4. Claims 1, 4-9, 11-21, 23-25, are rejected under 35 U.S.C. 102(e) as being anticipated by Thomson et al. (US 2003/0061104, hereinafter Thomson).

With respect to claims 1, 8, 15, 16, 23, 24-25, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). An after-sales-service and customer care (ASCC) center having an ASSC server for allowing said customer to select and receive an electronic ASSC voucher defining an ASSC program and representing a value corresponding to a selection and purchase of said ASSC program made by said customer related to sales of said goods-or-services wherein said electronic ASSC vouchers are provided for transmitting over said network to said customer to control and transmit said electronic voucher for paying for said ASSC program by using said value represented by said ASSC voucher (i.e. the user

logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057 0102 0109].

With respect to claims 2, 9,17, Thomson further teaches an after-sales service and customer care (ASCC) provider connected to said network for receiving said electronic service voucher transmitted over said network for carrying out said ASCC program for said customer and submitting said voucher for receiving a payment according to said value represented by said electronic voucher (i.e. the service provider receives the service warranty purchased by the customer)[0081].

With respect to claims 4-5, 11-12, Thomson further teaches transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to claims 6,13, 18, 19, Thomson further teaches an after-sales service and customer care (ASCC) center further includes an ASCC database for keeping a record related to and defined by said ASCC program [0055].

With respect to claims 7, 14, Thomson further teaches organizing ASCC database according to said online GSP, said online customer and said ASCC provider [0085 0086].

With respect to claims 20, the limitations were previously addressed above in the rejection to claims 4-5, 11-12, and therefore rejected under similar rationale.

With respect to claims 21, Thomson further teaches an after-sales service and customer care (ASCC) center for issuing said electronic ASCC voucher and for coordinating, tracking, and carrying an insurance policy for said ASCC program [0062 0090].

### **Claim Rejections - 35 USC § 103**

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 3, 10, 22, 26, are rejected under 35 U.S.C. 103(a) as being unpatentable over Thomson in view of article by Sally Trelford titled, "Choice rewards", hereinafter Trelford.

Claim 3, 10, further recite the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC

provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trelfold on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trelfold of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

With respect to claims 22-26, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). An after-sales-service and customer care (ASCC) center for issuing an electronic ASCC voucher defining an ASCC program related to sales of said goods-or-services wherein said electronic ASCC vouchers are provided for transmitting over said network to said customer to control and transmit said electronic voucher for paying for said ASCC program by using said value represented by said ASCC voucher (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057 0102

0109]; a plurality of after-sales-service customer care (ASCC) providers connected to said network [0080]; transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trelfold on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trelfold of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

### **Response to Arguments**

6. In response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., independent service providers selectable by the user) are not recited in the

rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). The claims call for “customer to control and transmit said electronic voucher for paying for said ASCC program by using said value represented by said ASCC voucher” the claims do not exclude the warranty administrator recommending or having a list of service providers that the users can select from. In Thomson, the user is in control of the electronic voucher or warranty/insurance by buying a service agreement. The electronic voucher (service agreement, insurance, warranty) enables the customer to control how he or she wants to use it. For example, the customer can trade in the insured/warranted item for a value, the customer can send the product to an authorized repair service (based on a face value of the warranty/insurance) or the customer can sell the warranted item for a profit. As can be seen by Thomson, the customer has control of how he wants to use his voucher and with whom.

7. Applicant argues that Trelford's power of rewarding the quality of service is controlled by an employer not by a customer directly. The Examiner disagrees with Applicant because the employer in Trelford is just issuing the vouchers based on the individual's performance. For example, the employer can issue childcare vouchers and the customer can use it at the childcare/daycare of their choice.



**Conclusion**

8. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

**Point of contact**

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Raquel Alvarez whose telephone number is (571)272-6715. The examiner can normally be reached on 9:00-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric w. Stamber can be reached on (571)272-6724. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Raquel Alvarez/  
Primary Examiner, Art Unit 3688

Raquel Alvarez  
Primary Examiner  
Art Unit 3688

R.A.  
6/26/2008